

R. 20837

**LICENSE FOR FACILITY WITHOUT CONCESSION AGREEMENT WITH JACKSON
COUNTY MISSOURI AND KANSAS CITY MISSOURI PARKS AND RECREATION
DEPARTMENT**

THIS LICENSE made and entered into this 22 day of December, 2021 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), through its Board of Parks and Recreation Commissioners (Board) and Jackson County, Missouri (Licensee).

WHEREAS, the Board has under its control various park lands and boulevards belonging to City including, **Gregg Klice Community Center** (Premises) located at **1600 E. 17th Terrace** and;

WHEREAS, the President of the Board is authorized and empowered by the City Charter to execute Parks and Recreation Department contracts; and

WHEREAS, the Licensee desires to use the Premises under the terms of this License; and

NOW THEREFORE, in consideration of the payments and mutual agreements contained in this License, City and Licensee agree as follows:

Sec. 1. Permission for Use of Premises. City hereby grants to Licensee the non-exclusive permission to enter Gregg Klice Community Center located at 1600 E. 17th Terrace ("Premises") and for the limited purpose of offering **basketball practices and games** during the dates and times listed in **Attachment No. 4**. Necessary City personnel shall always have access to the Premises.

Sec. 2. Licensee's Responsibilities.

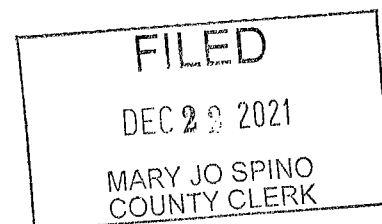
See **Attachment No. 1**, Licensee's Responsibilities, incorporated into this License.

Sec. 3. Responsibilities of City.

See **Attachment No. 2**, Responsibilities of City, incorporated into this License.

Sec. 4. Term of License. This License shall begin on December 9, 2021, and shall end no later than March 17, 2022.

Sec. 5. Compensation and Reimbursables. The Licensee agrees to compensate City in the amount of \$50.00/hour for the use of the gymnasium for a **total estimated payment of \$1,400.00** (See **Attachment No. 4**) All unpaid rent and fee payments due to the City hereunder shall bear a service charge of one- and one-half percent per month if same are not paid and received on or before the 20th of the month in which said payments are due and Licensee agrees it shall pay and discharge all cost and expenses including reasonable attorneys' fees incurred or expended by the City in collection of said delinquent amount due. Licensee shall provide



invoicing and other relevant information reasonably requested by the City as a part of the payment to the City and at other times upon reasonable request of the City. This compensation amount does not include additional compensation which may be necessary pursuant to Attachment 1, Section I

Sec. 6. Notices. All notices required by this License shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, personal delivery, or facsimile to the following:

City:
Parks and Recreation Department
Attention: Chris Cotten, Director
Terry R. Dopson Administration Bldg.
4600 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-7500
Email: christopher.cotten@kemo.org

Licensee:

Jackson County Missouri

Michele Newman

415 E. 12th Street, Second Floor

Kansas City, MO 64106

816/881-3150

Licensee's legal name

Contact

Street Address

City, State Zip

Phone:

Email:

All notices mailed by regular U.S. mail are effective three (3) business days after mailing.

Sec. 7. Conflicts of Interest. The provisions of City's Code of Ordinances Sections 2-2001, 2-2002, 2-2020, 2-2021, 2-2022, and 2-2023 prohibiting City officers and employees from having a financial or personal interest in any contract with City, and Code Sections 2-2100 and 2-2101, imposing sanctions for violations, shall apply to this License. Licensee certifies that no known officer or employee of City has, or will have, a direct or indirect financial or personal interest in this License, and that no known officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Licensee in this License.

Sec. 8. Independent Contractor. Licensee is an independent contractor with respect to all services performed under this License. Licensee accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to

persons employed by Licensee on work performed under the terms of this License. Licensee shall defend, indemnify and save harmless City from any claims or liability for such contributions or taxes. Nothing contained in this License nor any act of City, or Licensee, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with City. Licensee is not City's agent and Licensee has no authority to take any action or execute any documents on behalf of City.

Sec. 9. Insurance.

A Licensee shall procure and maintain in effect throughout the duration of this License insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required by City during the term of this License. Licensee shall use commercially reasonable efforts to supply such insurance, and if obtainable by Licensee. Policies containing a Self-Insured Retention will be acceptable to City.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 - f. If children are involved: Sexual abuse/molestation coverage be included under general liability or obtained in separate policies in an of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate on an occurrence basis.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation	Statutory
Employers Liability	\$100,000 accident
with limits of	\$500,000 disease-policy limit
	\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the License, by Licensee.
 4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.
- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this License. Licensee shall provide to City at execution of this License a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City approved form furnished as requested.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by City, it is the responsibility of Licensee to maintain the required insurance coverage in force at all times; and its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Licensee's failure to maintain the required insurance in effect, City may order Licensee to immediately stop work or use of the Premises, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this License as provided for herein and by law.

Sec. 10. Governing Law. This License shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 11. Compliance with Laws. Licensee shall comply with all federal, state and local laws, ordinances and regulations applicable to this License. Licensee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this License. All references to "Code" shall mean City's Code of Ordinances, including any amendments thereto or recodification thereof.

Sec. 12. Termination of License.

- A. City may, at any time upon ten (10) days written notice to Licensee specifying the effective date of termination, terminate this License, in whole or in part, when it is in City's best interests.
- B. Licensee may terminate this License upon ten (10) days written notice to City if City is in material breach of this License and fails to cure the breach before the end of the ten (10) day notice period, or upon thirty (30) days written notice to City if either: (i) the City's estimate of extraordinary expenses for the camp event for any year under Sections K and L of Attachment 1 are greater than anticipated by Licensee and unacceptable to Licensee in its sole discretion; or (ii) Licensee shall reasonably determine that the projected revenue from operation of the camp event for any year is not sufficient to adequately cover Licensee's projected expenses so that it would cause Licensee economic hardship to operate the camp event.
- C. If this License is terminated prior to Licensee's completion of the services to be performed hereunder, then all finished or unfinished documents, including but not limited to data, studies, surveys, drawings, maps, models, photographs, reports, computer programs or other materials prepared or obtained by Licensee pursuant to this License shall become City's property.

Sec. 13. Defaults and Remedies. If either party shall be in default or breach of any provision of this License, the other party may terminate this License, suspend the other party's performance, withhold payment, if any, or invoke any other legal or equitable remedy after giving the defaulting or breaching party at least ten (10) days prior written notice and opportunity to correct such default or breach.

Sed. 14. Waiver. Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same, or of any other term, covenant or condition. No term, covenant, or condition of this License can be waived except by written consent of the applicable party, and forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of same to be performed by the other party to which the same may apply and, until complete performance by the party to perform the term, covenant or condition, the applicable party shall be entitled to invoke any remedy available to it under this License or by law despite any such forbearance or indulgence.

Sec. 15. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to either party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that such party may have exercised any remedy without terminating this License shall not impair such party's rights thereafter to terminate or to exercise any other remedy herein granted or to which such party may be otherwise entitled.

Sec. 16. Americans with Disabilities Act. Licensee agrees to comply, during the course of this License, with all provisions of the Americans with Disabilities Act, as applicable and as amended from time to time resulting from Licensee's particular use of the Premises.

Sec. 17. Audit.

- A. The City Auditor, the City's Internal Auditor, the City's Director of Human Relations and, upon reasonable prior notice and at reasonable times, the Department administering this License shall have the right to audit this License and all books, documents and records of Licensee relating thereto.
- B. Licensee shall maintain all its books, documents and records relating to this License during the contract period and for three (3) years after the date of final payment.
- C. The books, documents and records of Licensee in connection with this License shall be made available to the City Auditor, City's Director of Human Relations and the City department administering this License for inspection and audit within ten (10) days after the written request is made.

Sec. 18. Headings; Construction of License. The headings of each section of this License are for reference only. Unless the context of this License clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this License and any incorporated Attachments, the provisions of this License shall control.

Sec. 19. Merger. This License, including referenced Attachments 1, 2, and 3, constitutes the entire License between City and Licensee with respect to this subject matter, and supersedes all prior agreements between City and Licensee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this License.

Sec. 20. Modification.

- A. Unless stated otherwise in this License, no provision of this License may be waived, modified or amended except by written amendment signed by City and Licensee.
- B. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this License, shall affect or modify any term or terminology of this License and any such act, conversation or communication shall not be binding upon City or Licensee.

Sec. 21. Severability of Provisions. Except as specifically provided herein, all of the provisions of this License shall be severable. In the event that any provision of this License is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this License shall be valid unless the court finds the valid provisions of this License are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this License could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 22. Binding Effect. This License shall be binding upon the City and Licensee and their successors in interest.

Sec. 23. Representations and Warranties. City and Licensee each certify that it has the power and authority to execute and deliver this License, to use the funds, if any, as contemplated hereby and to perform this License in accordance with its terms.

Sec. 24. Noise Code. Licensee shall comply with the provisions of the Noise Control Code, Chapter 46 of the Code.

Sec. 25. License Authorization. This License does require Board approval.

Sec. 26. Assignability or Subcontracting. Licensee shall not subcontract, assign or transfer any part or all of Licensee's privileges, obligations or interests without the Board's prior written approval. If Licensee shall subcontract, assign, or transfer any part of Licensee's privileges, interests or obligations under this License without the prior written approval of the Board, it shall constitute a material breach of this License. If the Board approves an assignment pursuant to this section, Sub-licensee shall comply with all the terms of this contract as set forth in Licensee's Responsibilities, attached hereto as Attachment #1, and incorporated herein by reference.

Sec. 27. Parks and Recreation Logos. To the extent reasonably possible without undue expense to Licensee, Licensee shall place the Kansas City, Missouri Parks and Recreation logo on all information distributed to the public as attached hereto as Attachment No. 3.

Sec. 28. Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required under this License by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power or other utilities, restrictive laws, terrorist acts, flash mobs by youths or other persons or other forms of civil disobedience, riots, insurrection, war or other reason not the fault of the party delayed in performing the work or doing the acts or carrying out the events required under the terms of this License (collectively, "force majeure" or a "force majeure event"), then performance of such act shall be excused for the period of the force majeure delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Sec. 29. Counterparts. This License may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one instrument. In proving this License, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

Sec. 30. Electronic Transactions. The parties agree that the transaction described herein may be conducted and this License and related documents (including signatures of parties to this License and related documents) may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Sec. 31. Optional Evidence of Execution. Each party may enter into this License by sending the other party a facsimile (fax) or PDF e-mail copy of its signature hereon with such party, upon request, to provide the other party with an original executed copy of this License as soon as reasonably possible thereafter.

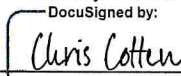
JACKSON COUNTY, MISSOURI

By: 

Michele Newman

Title: Director

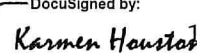
KANSAS CITY, MISSOURI

By:  12/17/2021

Chris Cotton

Director of Parks and Recreation Department

Approved by Resolution # 31740

DocuSigned by:
 12/21/2021

Secretary to the Board

Approved as to form:

DocuSigned by:
 12/21/2021

Assistant City Attorney

Date

APPROVED AS TO FORM


County Counselor

ATTEST:


Clerk of the County Legislature

ATTACHMENT NO. 1
LICENSEE'S RESPONSIBILITIES

- A. Charging admission for parking to any parks and / or complex facilities is prohibited without prior approval from the Board.
- B. Notification of Meetings. Licensee shall notify the City in writing of all regular and special meetings of Licensee's Board of Directors at which the License for the Premises is scheduled for discussion. The City shall have the right to have a designated representative present at any such meetings or special meetings.

ATTACHMENT NO. 2
RESPONSIBILITIES OF CITY

- A. Designate in writing a person to act as City representative with respect to this License.
- B. Provide standard City forms as required.
- C. Give prompt and written notice to Licensee whenever City observes or otherwise becomes aware of any defect in the services or performances by Licensee.
- D. City reserves the right to cooperatively conduct a user survey at any time during the duration of the License.

ATTACHMENT NO. 3

PARKS AND RECREATION NAME AND TITLE USAGE

The KC Parks campaign has developed a special logo for use by our partners. The Parks Partner logo should be used in all promotional materials, advertising and on your Web site for events and programs that are presented in partnership with the City of Kansas City, Missouri Parks and Recreation Department.

Parks-owned facilities should use the KC Parks Partner logo promotional materials, advertising on websites at all times.

When applying a KC Parks Partner logo to information, please adhere to the following guidelines:

- Do not alter the logo's composition.
- Do not change the color of the logo.
- 4-color logos are the preferred option.
- When using any of the Web versions of the logo, link-back to the City of Kansas City, Missouri Parks and Recreation website: <http://www.kcmo.org/parks.nsf/web/logos>

Download KC Parks Partners logo at <http://www.kcmo.org/parks.nsf/web/logos>. In anticipation of various applications, a number of color options have been developed. Although the 4-color logo [KCP Partner-4c (CMYK)] is the preferred version for print applications, please use the option best suited to your application.



KCP Partner-1c (K) | eps format | 367 KB;
KCP Partner-1c (K) | jpg format | 812 KB.






KCP Partner-1c (376) | eps format | 369 KB



KCP Partner-1c (K gray) | eps format | 370 KB;
KCP Partner-1c (K gray) | jpg format | 812 KB



KCP Partner-2c (376, 574) | eps format | 370 KB

	<u>Kansas City, Missouri</u> Parks, Recreation & Boulevards	Illustrator Version (ai)
	<u>Kansas City, Missouri</u> Parks, Recreation & Boulevards	EPS Version
	<u>Kansas City, Missouri</u> Parks, Recreation & Boulevards	TIF Version

ATTACHMENT NO. 4

Jackson County Missouri Gym Rental Dates

All Times 6:30p-8:30p

December 2021 (3 days)

- **Thursday, December 09, 2021**
- **Thursday, December 16, 2021**
- **Thursday, December 23, 2021**
- **Total Cost= \$100.00/day or \$300.00 Total for December**

January 2022 (4 Days)

- **Thursday, January 06, 2022**
- **Thursday, January 13, 2022**
- **Thursday, January 20, 2022**
- **Thursday, January 27, 2022**
- **Total Cost= \$100.00/day or \$400.00 total for January**

February 2022 (4 Days)

- **Thursday, February 03, 2022**
- **Thursday, February 10, 2022**
- **Thursday, February 17, 2022**
- **Thursday, February 24, 2022**
- **Total Cost= \$100.00/day or \$400.00 total for February**

March (3 Days)

- **Thursday, March 03, 2022**
- **Thursday, March 10, 2022**
- **Thursday, March 17, 2022**
- **Total Cost = \$100.00/day or \$300.00 for March**

Total Rental Dates: 14

TOTAL PAYMENT DUE =\$1,400.00